

EXHIBIT A



**Service of Process
Transmittal**

05/29/2015

CT Log Number 527202322

TO: Lina Donskaya
Starr Insurance Holdings, Inc.
399 Park Avenue, 9th Floor
New York, NY 10022

RE: Process Served in Michigan

FOR: Starr Indemnity & Liability Company (Domestic State: TX)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Austin Bills, Pltf. vs. Starr Indemnity & Liability Company, etc., Dft.

DOCUMENT(S) SERVED: Summons, Return of Service, Compalint

COURT/AGENCY: 3rd Circuit Court, Wayne County, MI
Case # 15006902NF

NATURE OF ACTION: Insurance Litigation - Claim for policy benefits

ON WHOM PROCESS WAS SERVED: The Corporation Company, Bingham Farms, MI

DATE AND HOUR OF SERVICE: By Process Server on 05/29/2015 at 12:25

JURISDICTION SERVED : Michigan

APPEARANCE OR ANSWER DUE: Within 21 days after service

ATTORNEY(S) / SENDER(S): Robert J. Lantzy
Buckfire & Buckfire, P.C.
25800 Northwestern Hwy.
Ste. 890
Southfield, MI 48075
248-569-4646

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day , 780737970265
Image SOP
Email Notification, Sara Barfield sara.barfield@starrcompanies.com
Email Notification, Lina Donskaya Lina.Donskaya@starrcompanies.com

SIGNED: The Corporation Company

ADDRESS: 30600 Telegraph Road
Suite 2345
Bingham Farms, MI 48025-5720

TELEPHONE: 248-646-9033

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS AND RETURN OF SERVICE	CASE NO. 15-006902-NF
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2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-5243

THIS CASE IS ASSIGNED TO JUDGE John H. Gillis, Jr. Bar Number: 28527

Plaintiff Bills, Austin	v	Defendant Starr Indemnity & Liability Company, a Foreign Corporation
Plaintiff's Attorney Robert J. Lantzy, P-57013 25800 Northwestern Hwy Ste 890 Southfield, MI 48075-6119		Defendant's Attorney

CASE FILING FEE	JURY FEE
<input checked="" type="checkbox"/> Case Filing Fee - \$150.00	<input checked="" type="checkbox"/> Jury Fee - \$85.00

ISSUED 5/26/2015	THIS SUMMONS EXPIRES 8/25/2015	DEPUTY COUNTY CLERK File & Serve Tyler
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*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action (28 days if you were served by mail or you were served outside this state).
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- X There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ___ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- ___ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ___ An action within the jurisdiction of the family division of circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.
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The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date

5/27/15

Signature of attorney/plaintiff

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE

MCR 2.102(B)(1), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.206(A)

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	RETURN OF SERVICE	CASE NO. 15-006902-NF
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TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

<input type="checkbox"/> OFFICER CERTIFICATE	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)		Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization not required)

☐ I served personally a copy of the summons and complaint,

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of me information, knowledge and belief.

Service fee	Miles traveled	Mileage fee	Total fee
\$	\$	\$	\$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.

Date

My commission expires: _____

Signature: _____

Date

Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____

Attachments

_____ on _____

Day, date, time

_____ on behalf of _____

Signature

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

AUSTIN BILLS,

Plaintiff,

15- -NF

vs.

STARR INDEMNITY & LIABILITY
COMPANY, a Foreign Corporation

Defendant.

15-006902-NF

FILED IN MY OFFICE
WAYNE COUNTY CLERK
5/26/2015 8:34:57 AM
CATHY M. GARRETT

ROBERT J. LANTZY (P57013)
BUCKFIRE & BUCKFIRE, P.C.
Attorneys for Plaintiff
25800 Northwestern Hwy., Ste. 890
Southfield, MI 48075
(248) 569-4646

That a civil action was previously filed by the named plaintiffs against Star Indemnity & Liability Company arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to judge Robert Ziolkowski in this court case number 12-013879-NF.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through his attorneys, **BUCKFIRE & BUCKFIRE, P.C.**, and for his Complaint and Jury Demand, states as follows:

1. That at all times herein, Plaintiff is a resident of the City of White Lake, Oakland County, State of Michigan.
2. That Defendant STARR INDEMNITY & LIABILITY COMPANY is an insurance company duly authorized to transact the business of automobile insurance in the State

of Michigan and does in fact regularly and systematically conduct this business in the County of Wayne, State of Michigan. Said Defendant shall hereinafter be referred to as Defendant.

3. That the amount in controversy exceeds the sum of Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of interest and costs.

4 That Plaintiff, on or about May 4, 2012, was insured under the provisions of a motor vehicle insurance policy issued by Defendant (Claim No. STARA010540) which was then in effect under and in accordance with the provisions of MCLA 500.3101 et seq. ("No Fault Act").

5. That Defendant, under the terms and conditions of the said insurance policy, became obligated to pay to, or for the Plaintiff, certain expenses or losses in the event Plaintiff sustained bodily injury and/or death in an accident arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

6. That Plaintiff, on or about May 4, 2012, was a passenger in an automobile traveling in the City of White Lake, Oakland County, Michigan, and was injured when he exited the motor vehicle while it was operating, and Plaintiff sustained accidental bodily injuries within the meaning of Defendant's policy and the statutory provision, Section 3105 of the No Fault Act.

7 That Plaintiff, as a result of said injury-producing event, has incurred:

- a. Allowable expenses as defined in Section 3107(1)(a) of the No Fault Act for reasonably necessary products, services and accommodations for Plaintiff's care, recovery and/or rehabilitation;
- b. Work loss benefits as defined in Section 3107(1)(b) and/or Section 3107a of the No Fault Act, which Plaintiff is entitled to receive because of his inability to engage in employment and earn income as he would have otherwise been able to do had the aforesaid automobile accident not occurred.

- c. Replacement service expenses as defined in Section 3107(1)(c) of the No Fault Act, which expenses consist of ordinary and necessary services in lieu of those, that if Plaintiff had not been injured, Plaintiff would have performed for the benefit of Plaintiff and/or her dependents.
- d. Other personal protection benefits in accordance with the applicable provisions of the No Fault Act.

8. That Defendant has failed, refused or neglected to pay Plaintiff the aforesaid personal protection insurance benefits in accordance with the applicable no-fault and contract provisions, although reasonable proof has been submitted.

9. That Defendant's failure and/or refusal to pay the aforesaid personal protection insurance benefits is continuous and ongoing and, as a consequence thereof, Plaintiff continues to incur allowable expenses, work loss benefits, and replacement service expenses for which the Defendant is liable and for which Plaintiff is entitled to recover herein.

10. That the aforesaid personal protection insurance benefits due and owing to or for the benefit of Plaintiff are overdue within the meaning of Section 3142 of the No Fault Act, thereby entitling Plaintiff to recover interest at the rate of twelve percent (12%) per annum from Defendant.

11. That Defendant has unreasonably refused or delayed in making proper payments to the Plaintiffs contrary to Section 3148 of the No Fault Act, which permits the Plaintiffs to obtain reasonable attorney fees from Defendant.

WHEREFORE, Plaintiff respectfully prays that damages may be awarded in Plaintiff's favor and against Defendant for the following elements of damage:

- A. All no-fault personal insurance protection benefits found due and owing to Plaintiff under the No Fault Act (MCLA 500.3101, *et seq*), as those benefits are more fully described in this Complaint;

- B. Statutory interest at the rate of twelve percent (12%) per annum on all overdue no-fault personal insurance protection benefits from the date Defendant obtained or should have obtained reasonable proof of the fact and the amount of Plaintiff's claims and losses, pursuant to Section 3142 of the No Fault Act;
- C. Reasonable attorney fees for Defendant's unreasonable refusal and/or unreasonable delay in making proper payment of no-fault personal insurance protection benefits, as provided in Section 3148 of the No Fault Act and/or the common law;
- D. Additional interest on civil judgments allowed under the Michigan Revised Judicature Act (RJA);
- E. Taxable costs, fees and other expenses as permitted by statute, court rule and common law;
- F. Any and all other relief that this Court determines to be fair, just and appropriate under the facts and circumstances of this case.

DEMAND FOR TRIAL BY JURY IS HEREBY MADE.

BUCKFIRE & BUCKFIRE, P.C.

By: /s/ Robert J. Lantzy

ROBERT J. LANTZY (P57013)
DANIEL L. BUCKFIRE (P46286)
BUCKFIRE & BUCKFIRE, P.C.
Attorneys for Plaintiff
25800 Northwestern Hwy., Ste. 890
Southfield, MI 48075
(248) 569-4646

Date: May 26, 2015